

**REMARKS**

**INTRODUCTION**

In accordance with the foregoing, claims 2 and 3 have been amended. No new matter is being presented, and approval and entry are respectfully requested.

Claims 1-3, 6-12, 15-17 are pending. Reconsideration of the claims is respectfully requested.

**ENTRY OF RESPONSE UNDER 37 C.F.R. §1.116:**

Applicant requests entry of this Rule 116 Response and Request for Reconsideration because the amendment of claims 2 and 3 should not entail any further search by the Examiner since no new features are being added or no new issues are being raised. Further, the amendments do not significantly alter the scope of the claims and place the application at least into a better form for appeal.

The Manual of Patent Examining Procedures sets forth in §714.12 that "[a]ny amendment that would place the case either in condition for allowance or in better form for appeal may be entered." (Underlining added for emphasis). Moreover, §714.13 sets forth that "[t]he proposed amendment should be given sufficient consideration to determine whether the claims are in condition for allowance and/or whether the issues on appeal are simplified." The manual of patent examining procedures further articulates that the reason for any non-entry should be explained expressly in the advisory action.

**Rejections Under 35 U.S.C. §103(a)**

**Claims 2 and 15**

In the Office Action at page 3, numbered paragraph 5, claim 2 was rejected under 35 U.S.C. §103(a) as being unpatentable over published U.S. Patent Application No. 2002/0030854 by Schutz, et al. in view of published U.S. Patent Application No. 2002/0091577 by Parry, et al. and further in view of published U.S. Patent Application No. 2003/0167209 to Hsieh. This rejection is traversed and reconsideration is respectfully requested.

Independent claim 2 is directed to a method for selling goods using a computer having storage. In relevant part, amended independent claim 2 recites "storing packaging material data defining correspondence between packaging material information indicating a packaging material and retailer information indicating a retailer providing the packaging material, as well as goods data which includes goods description information describing goods for sale into the storage," "outputting offering data from a plurality of retailers which includes the goods

description information in said goods data and the packaging material information indicating a packaging material defined in said packaging material data to a customer," and "receiving designation data which includes goods designation information designating goods the customer desires to buy, packaging material designation information designating a packaging material selected by the customer and delivery destination information specifying a delivery destination of the goods." Additionally, independent claim 2 recites "specifying retailer information corresponding to the packaging material information of the packaging material indicated by the packaging material designation information in the designation data received in said receiving step, based on said packaging material data," "outputting the generated order data to a retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," and "generating delivery instruction data which includes the packaging material designation information, the goods designation information and the delivery destination information in the designation data received."

At page 3 of the outstanding Final Office Action, Schutz, et al. is alleged to teach "storing retailer information (51) that provides packaging (64), as well as goods data (the type of flowers ordered) . . . into the storage." Paragraphs 150 and 156 of Schutz, et al. are cited in support of this position. Applicant respectfully disagrees. Neither paragraph 150 nor paragraph 156 of Schutz, et al. discusses any sort of packaging. Further, the only reference to packaging (64) in the disclosure of Schutz, et al. is located in paragraph 76. In relevant part, paragraph 76 states "In response to an order printed on Sheet 52, the Flowers 48 are harvested and located inside a Box 60 with packaging 64 including a coolant and insulation and such other packaging as may be suitable for the product." Further, paragraph 76 states "The Sheet 52 is separated at Perforations 57, and preferably a consumer customizable message 56 (such as a personal message or graphical image) is located within the Box 60 with the Packaging 64 and the Product 48." Thus, Schutz, et al. teaches only that the ordered product is boxed and packaged appropriately for shipping, based on the item ordered. Applicant respectfully submits that Schutz, et al. fails to teach or suggest "storing packaging material data defining correspondence between packaging material information indicating a packaging material and retailer information indicating a retailer providing the packaging material, as well as goods data which includes goods description information describing goods for sale into the storage," as recited in independent claim 2.

Additionally, Schutz, et al. at paragraph 24, line 14, and paragraphs 150 and 156 are relied upon to teach "outputting offering data to a customer, offering data includes good

description information (type of flower desired) and packing material." Applicant respectfully disagrees and notes that paragraph 24, cited by the Examiner, states only "FIG. 1 is an illustration of elements of the present invention" and, thus, contains no line 14. Paragraph 150 of Schutz, et al. discusses the type of user which would use Proflowers.com, and paragraph 156 of Schutz, et al. discusses the process of buying flowers for a particular occasion. Applicant respectfully submits that no portion of Schutz, et al. teaches or suggests "outputting offering data from a plurality of retailers which includes the goods description information in said goods data and the packaging material information indicating a packaging material defined in said packaging material data to a customer," as recited in independent claim 2.

The Office Action also asserts that Schutz, et al. teaches "receiving designation data (12), which includes good designation information designating goods the customer desire[s] to buy, packing material (#64 and paragraph 21, lines 9-10)." Applicant respectfully disagrees. Paragraph 21, lines 7-12 of Schutz, et al. state "Printing at the device signals those at the distribution center (e.g., flower grower) to package flowers according to the packaging label, package them with suitable packaging in a box with the consumer-composed greeting card message, and attach the shipping label to the box." Thus, according to Schutz, et al., the distribution center determines what packaging is suitable, based on the contents of the order. Accordingly, Applicant respectfully submits that Schutz, et al. fails to teach or suggest "receiving designation data which includes goods designation information designating goods the customer desires to buy, packaging material designation information designating a packaging material selected by the customer and delivery destination information specifying a delivery destination of the goods," as recited in independent claim 2.

Additionally, at pages 3-4, the Office Action asserts that Schutz, et al. teaches "generating delivery instruction data (see Abstract lines 25-28), including the packaging material list (see paragraph 21 line 9-10), the good designation information (type of flower) and the delivery destination information (#72, #74)." Applicant respectfully disagrees. Paragraph 21 of Schutz, et al. teaches that orders are boxed based on a packing list, which is a listing of the items being shipped, and that the items being shipped are packaged "with a suitable packaging in a box." Schutz, et al. at paragraph 21, line 10. Thus, according to Schutz, et al. any delivery instruction data generated does not include any packaging information, as that is determined based on the contents of the order. Accordingly, Applicant respectfully submits that Schutz, et al. fails to teach or suggest "generating delivery instruction data which includes the packaging material designation information, the goods designation information and the delivery destination information in the designation data received," as recited in independent claim 2.

At page 4, the Office Action asserts that Schutz, et al. "hints at the fact that buyers have a choice of packaging material," but acknowledges that Schutz, et al. "does not clearly state this." Applicant respectfully submits that, as Schutz, et al. does not teach that buyers have a choice of packaging material, because packaging material information cannot be stored, outputted, or received, as in independent claim 2.

Further, at page 4, the Office Action asserts that Parry, et al. teaches "that it is well known for a retailer to provide buyers the opportunity to select the type of 'wrapping paper' desired," and paragraph 29 of Parry, et al. was cited in support of this assertion. Specifically, Parry, et al. states that a consumer may further specify "a delivery address (e.g., home, work, gift recipient) to which the goods will be delivered or at which the services will be performed, as well as specifying the manner of delivery such as packaging instructions (e.g., gift wrapping)." Thus, Applicant respectfully submits that Parry, et al. teaches only that instructions may be provided for a package to be gift wrapped or gift boxed and fails to teach or suggest that a buyer may select the specific packaging desired, as in independent claim 2. Additionally, as the Examiner asserts that it is well known for a retailer to provide buyers the opportunity to select the type of wrapping paper desired, Applicant notes that the claims have been amended to clarify that different packaging materials are available from a plurality of retailers. For at least these reasons, Applicant respectfully submit that Parry, et al. fails to cure the deficiencies of Schutz, et al. noted above and those acknowledged by the Office Action.

At page 4, the outstanding Office Action acknowledges that "Schutz, et al. in view of Parry, et al. do not disclose using an on-line system that allows a user to choose a retailer based on the desired product" and Hsieh is relied upon to teach that "it is well known in the art to allow users to compare similar retailers and choose specific retailer to fill an order based on the type of product desired." Applicant respectfully submits that Hsieh teaches that "Parameters are processed for a price comparison request for a desired product using the information maintained in the offline database whereas price comparison request is received from an online user or buyer and/or from the system of the present invention." Further, Hsieh teaches that "Real-time price and product information is then extracted from identified ones of the plurality of vendor sites, wherein the extracted price and product information are in a native language of the site; and the extracted price and product information are displayed to the user." Hsieh Abstract at lines 8-18. Thus, according to Hsieh a user can only view product and price information and, thus, must contact a specific selected online vendor directly in order to place an order. Accordingly, Applicant respectfully submits that Hsieh fails to cure the deficiencies of Schutz, et al. and Parry, et al. noted above.

Further, even if Schutz, et al., Parry, et al., and Hsieh were combined as asserted by the examiner, they would still not teach or suggest "receiving designation data which includes goods designation information designating goods the customer desires to buy, packaging material designation information designating a packaging material selected by the customer and delivery information specifying a delivery destination of the goods," "specifying retailer information corresponding to the packaging material information of the packaging material indicated by the packaging material designation information," "generating order data which includes the specified retailer information, customer information indicating the customer, and the goods designation information in the designation data received," and "outputting the generated order data to a retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," as recited in independent claim 2.

For at least these reasons, Applicant respectfully submits that Schutz, et al., Parry, et al., and Hsieh, taken alone or in combination, fail to teach or suggest all of the features of independent claim 2. Accordingly, Applicant respectfully submits that independent claim 2, and those claims depending directly or indirectly therefrom, patentably distinguish over the prior art and are in condition for allowance.

Claim 15 depends directly from independent claim 2. Applicant respectfully submits that rejection of claim 15 fails to cure the deficiencies of Schutz, et al., Parry, et al., and Hsieh noted above. Accordingly, Applicant respectfully submits that claim 15 patentably distinguishes over the prior art for at least the same reasons as independent claim 2, from which it depends and, therefore, claim 15 is in condition for allowance.

#### **Claims 3 and 6**

In the Office Action at page 5, numbered paragraph 6, claims 3 and 6 were rejected under 35 U.S.C. §103(a) as being unpatentable over Schutz, et al. in view of Parry, et al. and further in view of Hsieh. This rejection is traversed and reconsideration is respectfully requested.

Independent claim 3 is directed to a method for selling goods using a server computer having storage and connectable to first client computers each operated by a retailer, a second client computer operated by a customer and a third client computer operated by a freight agency. Amended independent claim 3 recites "storing packaging material data defining correspondence between packaging material information indicating a packaging material and retailer information indicating a retailer providing the packaging material, as well as goods data which includes goods description information describing goods for sale on the server computer having storage and connectable to first client computers each operated by a retailer, the second client computer

operated by the customer, and the third client computer operated by the freight agency," "sending offering data from a plurality of retailers, including the goods description information in said goods data and the packaging material information in said packaging material data, to the second client computer operated by the customer," and "receiving designation data, including goods designation information designating goods the customer desires to buy, packaging material designation information designating a packaging material selected by the customer operating the second client computer and delivery destination information specifying a delivery destination of the goods." Additionally, independent claim 3 recites "specifying retailer information corresponding to the packaging material information of the packaging material indicated by the packaging material designation information in the designation data received, based on said packaging material data," "generating order data including the specified retailer information, customer information indicating the customer, and the goods designation information in the designation data received," "transmitting the generated order data to the first client computer of the retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," "generating delivery instruction data including the packaging material designation information, the goods designation information and the delivery destination information in the designation data received," and "transmitting the generated delivery instruction data to the third client computer operated by the freight agency."

At page 5 of the outstanding Final Office Action, Schutz, et al. is alleged to teach "storing packaging material data which includes packaging material information indicating a packaging material (#64), retailer information (#51), as well as goods data...." Figure 1 of Schutz, et al. is cited in support of this position. Applicant respectfully disagrees with this assertion. As noted above, the only reference to packaging (64) in the disclosure of Schutz, et al. is located in paragraph 76. In relevant part, paragraph 76 states "In response to an order printed on Sheet 52, the Flowers 48 are harvested and located inside a Box 60 with packaging 64 including a coolant and insulation and such other packaging as may be suitable for the product." Further, paragraph 76 states "The Sheet 52 is separated at Perforations 57, and preferably a consumer customizable message 56 (such as a personal message or graphical image) is located within the Box 60 with the Packaging 64 and the Product 48." Figure 1 merely shows that there is packaging of some sort. Thus, Schutz, et al. teaches only that the ordered product is boxed and packaged appropriately for shipping, based on the item ordered. Applicant respectfully submits that Schutz, et al. fails to teach or suggest "storing packaging material data defining correspondence between packaging material information indicating a packaging material and

retailer information indicating a retailer providing the packaging material, as well as goods data which includes goods description information describing goods for sale on the server computer having storage and connectable to first client computers each operated by a retailer, the second client computer operated by the customer, and the third client computer operated by the freight agency," as recited in independent claim 3.

Additionally, Schutz, et al. at paragraphs 150 and 156 is relied upon to teach "sending offering data including goods description information in said goods data and the packaging material information in said packaging material data to the second client computer operated by the customer." Applicant respectfully disagrees. Paragraph 150 of Schutz, et al. discusses the type of user which would use Proflowers.com, and paragraph 156 of Schutz, et al. discusses the process of buying flowers for a particular occasion. Neither paragraph discusses any packaging material data. Applicant respectfully submits that no portion of Schutz, et al. teaches or suggests "sending offering data from a plurality of retailers, including the goods description information in said goods data and the packaging material information in said packaging material data, to the second client computer operated by the customer," as recited in independent claim 3.

The Office Action also asserts that Schutz, et al. teaches "receiving designation data including good designation information designating goods the customer desires to buy (type of flowers) packaging designation information designating a packing material selected by the customer operating the second client computer (see #63 and paragraph 21 lines 4-9 "package label..." Applicant respectfully disagrees. Paragraph 21, lines 4-9 of Schutz, et al. state "The shipping label, packing list, and consumer-composed communication are translated into the same digital format and efficiently conveyed to the distribution center printing device. Printing at the device signals those at the distribution center (e.g., flower grower) to package flowers according to the packaging label." Thus, according to Schutz, et al., the distribution center determines what packaging is suitable, based on the contents of the order. Accordingly, Applicant respectfully submits that Schutz, et al. fails to teach or suggest "receiving designation data which includes goods designation information designating goods the customer desires to buy, packaging material designation information designating a packaging material selected by the customer and delivery destination information specifying a delivery destination of the goods," as recited in independent claim 3.

Additionally, at page 7, the Office Action asserts that Schutz, et al. teaches "generating delivery instruction data including the packaging material designation information (paragraph 21, lines 4-9), the goods designation information and the delivery destination information in the designation data received (see abstract lines 25-28)." Applicant respectfully disagrees.

Paragraph 21 of Schutz, et al. teaches that orders are boxed based on a packing list, which is a listing of the items being shipped, and that the items being shipped are packaged "with a suitable packaging in a box." Schutz, et al. at paragraph 21, line 10. Thus, according to Schutz, et al. any delivery instruction data generated does not include any packaging information, as that is determined based on the contents of the order. Lines 25-28 of the Abstract merely state "printing the packing list and a shipping label at the printer device at the distribution center; and shipping the product, along with the shipping label, from the distribution center." There is no discussion of packaging in the Abstract. Accordingly, Applicant respectfully submits that Schutz, et al. fails to teach or suggest "generating delivery instruction data which includes the packaging material designation information, the goods designation information and the delivery destination information in the designation data received," as recited in independent claim 3.

At page 7, the Office Action asserts that Schutz, et al. "hints at the fact that buyers have a choice of packaging material," but acknowledges that Schutz, et al. "does not clearly state this." Applicant respectfully submits that, as Schutz, et al. does not teach that buyers have a choice of packaging material, because packaging material information cannot be stored, outputted, or received, as in independent claim 3.

Further, at page 7, the Office Action asserts that Parry, et al. teaches "that it is well known for a retailer to provide buyers the opportunity to select the type of 'wrapping paper' desired," and paragraph 29 of Parry, et al. was cited in support of this assertion. Specifically, Parry, et al. states that a consumer may further specify "a delivery address (e.g., home, work, gift recipient) to which the goods will be delivered or at which the services will be performed, as well as specifying the manner of delivery such as packaging instructions (e.g., gift wrapping)." Thus, Applicant respectfully submits that Parry, et al. teaches only that instructions may be provided for a package to be gift wrapped or gift boxed and fails to teach or suggest that a buyer may select the specific packaging desired, as in independent claim 3. Additionally, as the Examiner asserts that it is well known for a retailer to provide buyers the opportunity to select the type of wrapping paper desired, Applicant notes that the claims have been amended to clarify that different packaging materials are available from a plurality of retailers. For at least these reasons, Applicant respectfully submit that Parry, et al. fails to cure the deficiencies of Schutz, et al. noted above and those acknowledged by the Office Action.

At page 8, the outstanding Office Action acknowledges that "Schutz, et al. in view of Parry, et al. do not disclose using an on-line system that allows a user to choose a retailer based on the desired product" and Hsieh is relied upon to teach that "it is well known in the art to allow users to compare similar retailers and choose specific retailer to fill an order based on the type



of product desired." Applicant respectfully submits that Hsieh teaches that "Parameters are processed for a price comparison request for a desired product using the information maintained in the offline database whereas price comparison request is received from an online user or buyer and/or from the system of the present invention." Further, Hsieh teaches that "Real-time price and product information is then extracted from identified ones of the plurality of vendor sites, wherein the extracted price and product information are in a native language of the site; and the extracted price and product information are displayed to the user." Hsieh Abstract at lines 8-18. Thus, according to Hsieh a user can only view product and price information and, thus, must contact a specific selected online vendor directly in order to place an order. Accordingly, Applicant respectfully submits that Hsieh fails to cure the deficiencies of Schutz, et al. and Parry, et al. noted above.

Further, even if Schutz, et al., Parry, et al., and Hsieh were combined as asserted by the examiner, they would still not teach or suggest "receiving designation data which includes goods designation information designating goods the customer desires to buy, packaging material designation information designating a packaging material selected by the customer and delivery destination information specifying a delivery destination of the goods," "specifying retailer information corresponding to the packaging material information of the packaging material indicated by the packaging material designation information in the designation data received in said receiving step, based on said packaging material data," "generating order data which includes the specified retailer information, customer information indicating the customer, and the goods designation information in the designation data received," and "outputting the generated order data to a retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," as recited in independent claim 3.

For at least these reasons, Applicant respectfully submits that Schutz, et al., Parry, et al., and Hsieh, taken alone or in combination, fail to teach or suggest all of the features of independent claim 3. Accordingly, Applicant respectfully submits that independent claim 3, and those claims depending directly or indirectly therefrom, patentably distinguish over the prior art and are in condition for allowance.

Claim 6 depends directly from independent claim 3. Applicant respectfully submits that rejection of claim 6 fails to cure the deficiencies of Schutz, et al., Parry, et al., and Hsieh noted above. Accordingly, Applicant respectfully submits that claim 6 patentably distinguishes over the prior art for at least the same reasons as independent claim 3, from which it depends and, therefore, claim 6 is in condition for allowance.

**Claim 7**

In the Office Action at page 9, numbered paragraph 7, claim 7 was rejected under 35 U.S.C. §103(a) as being unpatentable over Schutz, et al. as applied to claim 3 above, and further in view of U.S. Patent No. 6,094,645 to Aggarwal, et al. This rejection is traversed and reconsideration is respectfully requested.

Aggarwal is relied upon only to teach the extraction of data from an online environment that indicates buyer preferences and to compile the statistics from sales transactions for the purpose of "decision making" and understanding buyer behavior. Applicant respectfully submits that the rejection of claim 7 fails to cure the deficiencies of Schutz, et al., Parry, et al., and Hsieh noted above with respect to independent claim 3, from which claim 7 depends. Accordingly, Applicant respectfully submits that Schutz, et al., Parry, et al., Hsieh, and Aggarwal, taken alone or in combination, fail to teach or suggest all of the features of dependent claim 7 and, thus, claim 7 patentably distinguishes over the prior art and is in condition for allowance.

**Claim 8**

In the Office Action at page 9, numbered paragraph 8, claim 8 was rejected under 35 U.S.C. §103(a) as being unpatentable over Schutz, et al. as applied to claim 3 above, and further in view of ordinary skill in the art. This rejection is traversed and reconsideration is respectfully requested.

Claim 8 depends from independent claim 3. The rejection of claim 8 fails to cure the deficiencies of Schutz, et al., Parry, et al., and Hsieh noted above with respect to independent claim 3, from which claim 8 depends. Accordingly, Applicant respectfully submits that Schutz, et al., Parry, et al., and Hsieh, taken alone or in combination, fail to teach or suggest all of the features of dependent claim 8 and, thus, claim 8 patentably distinguishes over the prior art and is in condition for allowance.

**Claim 16**

In the Office Action at page 10, numbered paragraph 9, claim 16 was rejected under 35 U.S.C. §103(a) as being unpatentable over Schutz, et al. as applied to claim 3 above, and further in view of Aggarwal, et al. This rejection is traversed and reconsideration is respectfully requested.

Aggarwal is relied upon only to teach the extraction of data from an online environment that indicates buyer preferences and to compile the statistics from sales transactions for the purpose of "decision making" and understanding buyer behavior. Applicant respectfully submits that the rejection of claim 16 fails to cure the deficiencies of Schutz, et al., Parry, et al., and Hsieh noted above with respect to independent claim 2, from which claim 16 depends.

Accordingly, Applicant respectfully submits that Schutz, et al., Parry, et al., Hsieh, and Aggarwal, taken alone or in combination, fail to teach or suggest all of the features of dependent claim 16 and, thus, claim 16 patentably distinguishes over the prior art and is in condition for allowance.

#### Claim 17

In the Office Action at page 11, numbered paragraph 10, claim 17 was rejected under 35 U.S.C. §103(a) as being unpatentable over Schutz as applied to claim 3 above, and further in view of ordinary skill in the art. This rejection is traversed and reconsideration is respectfully requested.

Claim 17 depends from independent claim 2. The rejection of claim 17 fails to cure the deficiencies of Schutz, et al., Parry, et al., and Hsieh noted above with respect to independent claim 2, from which claim 17 depends. Accordingly, Applicant respectfully submits that Schutz, et al., Parry, et al., and Hsieh, taken alone or in combination, fail to teach or suggest all of the features of dependent claim 17 and, thus, claim 17 patentably distinguishes over the prior art and is in condition for allowance.

#### CONCLUSION

If there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

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